

under 42 U.S.C. 1983 for No. _____

Supreme Court of the United States

JOE BLESSETT, PETITIONER

v.

GREG ABBOTT; KEN PAXTON; STEVEN C
MCCRAW; XAVIER BECERRA; UNITED STATES
DEPARTMENT OF HEALTH AND HUMAN
SERVICES; ANTONY BLINKIN; UNITED STATES
DEPARTMENT OF STATE; CITY OF GALVESTON;
SINKIN LAW FIRM, *RESPONDENTS*

*ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT*

APPENDIX

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APPENDIX A

United States Court of Appeals for the Fifth Circuit

No. 22-40378

Summary Calendar

Joe Blessett, *Plaintiff—Appellant*,

versus

Greg Abbott; Ken Paxton; Steven C. McCraw;
Xavier Becerra; United States Department
of Health and Human Services; Anthony
Blinkin; United States Department of State;
United States; City of Galveston; Sinkin
Law Firm,

Defendants – Appellees.

Appeal from the United States District Court for the
Southern District of Texas
USDC No. 3:22-CV-9

Before Stewart, Dennis, and Willett, *Circuit
Judges. Per Curiam*.*

Joe Blessett, proceeding pro se, appeals the district court's dismissal of his civil complaint with prejudice for lack of subject matter jurisdiction

* This opinion is not designated for publication. See 5th Cir. R. 47.5.

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because Blessett's challenge to state court orders addressing child support were barred by the *Rooker-Feldman*¹ doctrine, and the defendants were entitled to Eleventh Amendment sovereign immunity on his official-capacity claims. The district court also determined that Blessett failed to state a claim upon which relief may be granted because the defendants were entitled to qualified immunity on his individual-capacity claims. Additionally, the district court declined to exercise supplemental jurisdiction over any state-law claims.

We conduct a de novo review of dismissals under Federal Rule of Civil Procedure 12(b)(1) for lack of subject matter jurisdiction and dismissals under Rule 12(b)(6) for failure to state a claim upon which relief can be granted. *Smith v. Hood*, 900 F.3d 180, 184 (5th Cir. 2018). As a preliminary matter, although Blessett raises a multitude of issues and relies on a wide variety of legal authority in his lengthy briefs, to the extent that he did not present adequate argument addressing any of the issues he identifies, the issues are abandoned. *Yohey v. Collins*, 985 F.2d 222, 224-25 (5th Cir. 1993); see also *Brinkmann v. Dallas Cty. Deputy Sheriff Abner*, 813 F.2d 744, 748 (5th Cir. 1987).

To the extent that Blessett attacks the underlying state court orders or judgments concerning child support, the district court correctly concluded that the claims were barred under the *Rooker-Feldman* doctrine because they "invit[e] district court review and rejection" of the state divorce decree and child support judgments. *Exxon*

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Mobil Corp. v. Saudi Basic Indus. Corp., 544 U.S. 280, 291 (2005).

Citing *Ex Parte Young*, 209 U.S. 123 (1908), Blessett argues that he has standing to sue the individual state defendants, Greg Abbott, Ken Paxton, and Steven C. McCraw. The *Ex Parte Young* exception to Eleventh Amendment immunity does not apply in this case because Blessett's amended complaint does not allege an ongoing violation of federal law. See *Verizon Md. Inc. v. Pub. Serv. Comm'n of Md.*, 535 U.S. 635, 645 (2002); *Vogt v. Bd. of Comm'rs of Orleans Levee Dist.*, 294 F.3d 684, 688 (5th Cir. 2002); *Perez v. Region 20 Educ. Serv. Ctr.*, 307 F.3d 318, 326 (5th Cir. 2002). To the extent that Blessett raises claims against these defendants in their individual capacities, it is not necessary to address his claims because if they violated no law or constitutional provision in their official capacities, they cannot be found liable in their individual capacities. See *Whitley v. Hanna*, 726 F.3d 631, 639 n.3 (5th Cir. 2013). Additionally, Blessett has failed to show that the district court erroneously determined that Xavier Becerra and the United States Department of Health and Human Services were entitled to sovereign immunity on Blessett's official-capacity claims and qualified immunity on his individual-capacity claims. See *Pratt v. Harris Cnty., Tex.*, 822 F.3d 174, 180 (5th Cir. 2016); see also *F.D.I.C. v. Meyer*, 510 U.S. 471, 475 (1994); *Danos v. Jones*, 652 F.3d 577, 581 (5th Cir. 2011).

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To the extent that Blessett challenges the district court's decision to decline to exercise supplemental jurisdiction over his state law claims, he fails to address the "factors to be considered under the pendent jurisdiction doctrine—judicial economy, convenience, fairness, and comity," *Carnegie Mellon Univ. v. Cohill*, 484 U.S. 343, 350 n.7 (1988), and fails to otherwise show an abuse of discretion, *see Batiste v. Island Records, Inc.*, 179 F.3d 217, 226-27 (5th Cir. 1999). Regarding Blessett's challenge to the denial of his motions for a default judgment, we cannot say that the district court abused its discretion. *Sun Bank of Ocala v. Pelican Homestead and Sav. Ass'n*, 874 F.2d 274, 276 (5th Cir. 1989).

The judgment of the district court is AFFIRMED. Blessett's motions for judicial notice, to reduce federal debt claim, and to reduce certificates of nonresponse to judicial order for enforcement are DENIED.

The instant complaint is Blessett's sixth challenge in federal court to his Texas child support. Blessett is warned that future frivolous filings will invite the imposition of sanctions, which may include monetary sanctions or limits on his ability to file pleadings in this court or any court subject to this court's jurisdiction.

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¹ *District of Columbia Court of Appeals v. Feldman*, 460 U.S. 462 (1983), and *Rooker v. Fidelity Trust Co.*, 263 U.S. 413 (1923).

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APPENDIX B

IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

No. 3:22-cv-9

JOE BLESSETT, PLAINTIFF,

v.

TEXAS, ET AL., DEFENDANTS.

MEMORANDUM OPINION AND ORDER

JEFFREY VINCENT BROWN, UNITED STATES
DISTRICT JUDGE:

Rule 6 of the Galveston District Court Rules of Practice requires parties intending to file a Rule 12(b) motion to confer with opposing counsel and inform the respondent by letter of both the expected basis of the motion and the right to amend the pleadings under the Federal Rules of Civil Procedure. The motion respondent then has the opportunity to amend the pleadings within 14 days.

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The defendants in this case can be divided into four categories: (1) the City of Galveston, (2) the State of Texas and its officers, (3) the federal government and its officers, and (4) the Sinkin Law Firm .

All of the defendants informed the plaintiff separately that they intended to file a motion to dismiss. The plaintiff first amended his complaint after Texas moved for dismissal. Dkts. 36, 45. Galveston then moved for dismissal, and Texas supplemented its motion. Dkts. 60, 82. The plaintiff amended a second time without seeking leave from the court, and the law firm and the federal government moved for dismissal. Dkts. 90, 96, 101. Texas and Galveston have not formally renewed their motions amendment of his pleadings.

Rule 6 is intended to facilitate efficient decisions on motions to dismiss. But this case presents a unique situation where the docket is not clear on which pleading is live, and to which . Because the amended complaints are nearly identical to the original, the court will treat the second amended complaint (Dkt. 90) as the live pleading and Galveston motion to dismiss (Dkts. 36, 60) to the second amended complaint.

In 2015, after years of unpaid child support, the Galveston County Court ordered the plaintiff, Joe Blessett, to pay arrears to his ex-wife, Beverly Ann

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Garcia, in the amount of \$131,923.14. Dkt. 101-2, Exhibit B at 1 2. In 2017, the county court found in a final and appealable order that the amount Blessett owed had grown, through the accrual of interest, to \$135,392.37. Dkt. 101-13, Exhibit M at 1 2. The court issued a judicial writ of withholding, allowing Garcia to execute the judgment against Blessett's personal property. *Id.* at 2 3. Blessett did not directly appeal the order in state court or move for a new trial, but instead filed several lawsuits in federal court collaterally attacking the Texas state court order. See Dkt. 101 at 5. He is back in the Southern District of Texas for the sixth time, challenging the county court order as fraudulent, unconstitutional, and violating several federal statutes. He also claims that the law firm failed to report proceeds from the sale of his property against his child-support arrears.

Blessett, proceeding pro se, has submitted a 109-page complaint. Dkt.90. The complaint is frivolous and difficult to understand. But the court will attempt to sort through his supposed causes of action and explained why each must be dismissed as a matter of law.

Legal Standard

Rule 12(b)(1) requires dismissal if the court lacks the statutory or *Inc. v. City of Madison, Miss.*, 143 F.3d 1006, 1010 (5th Cir. 1998). The party asserting jurisdiction bears the burden of proof. *Howery v. Allstate Ins. Co.*, 243 F.3d 912, 916 (5th Cir. 2001). Federal courts have jurisdiction over a claim between

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parties only if the plaintiff presents an actual case or controversy. U.S. Const. art. III, § 2, cl. 1; *Okpalobi v. Foster*, 244 F.3d 405, 425 (5th Cir. 2001)

To test whether the party asserting jurisdiction has met its burden, a court may rely upon: “(1) the complaint alone;; (2) a complaint supplemented by undisputed facts evidenced in the record; or (3) the complaint supplemented by undisputed facts plus the courts resolution of disputed facts.” *Barrera Montenegro v. United States*, 74 F.3d 657, 659 (5th Cir. 1996) (quoting *Voluntary Purchasing Groups, Inc. v. Reilly*, 889 F.2d 1380, 1384 (5th Cir. 1989)). When standing is challenged in a motion to dismiss, the court , 627 F.3d 547, 550 (5th Cir. 2010) (quotations omitted).

When considering a Rule 12(b)(6) motion to dismiss, the court must take the well-pleaded factual allegations of the complaint as true, viewing them in the light most favorable to the plaintiff. *In re Katrina Canal Breaches Litig.*, 495 F.3d 191, 205 (5th Cir. 2007). *A pl Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 570 (2007). A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citing *id.* at 556). On or a formulaic recitation of the elements of cause of cause of action will do.” *Id.*(quotations omitted).

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In addition to the plaintive pleadings, in taking a motion to dismiss, the court may the court may consider offensive extrinsic evidence without converting the motion to dismiss into a motion for summary judgment, including any documents attached to the live pleading and any documents attached to the motion to dismiss that are central to the claim and referred to in the live pleading. *Sivertson v. Citibank, N.A. as Tr. for Registered Holders of WAMU Asset-Back Certificates WAMU Series No. 2007-HE2 Tr.*, 390 F. Supp. 3d 769, 779 80 (E.D. Tex. 2019) (citing *Lone Star Fund V (U.S.)*, L.P. v. Barclays Bank PLC, 594 F.3d 383, 387 (5th Cir. 2010)). The court may also take judicial notice of an "adjudicated fact," including public filings in other court cases. Fed. R. Evid. 201; *Thomas v. Beaumont Indep. Sch. Dist.*, No. 1:15-CV-112, 2016 WL 922182, at *3 (E.D. Tex. Feb. 12, 2016) (holding that a court can consider filings in plaintiff state court case in analyzing motion to dismiss as a matter of public record), report and recommendation adopted, No. 1:15-CV-112, 2016 WL 899870 (E.D. Tex. Mar. 8, 2016).

Jurisdiction

As an initial matter, the court does not have jurisdiction to decide most of Blessett's claims. In another suit regarding exact same state court order

order, Judge Hanks determined, and the Fifth Circuit

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affirmed, that Blessett's collateral attacks on the state court judgment are barred by the Rooker-Feldman doctrine. *Blessett v. Texas Off. of Att'y Gen. Galveston Cty. Child Support Enft Div.*, 756 F. App'x 445 46 (5th Cir. 2019). If Blessett believed that the state court order was fraudulent or that proper procedures were not followed, he should have appealed in state court.

Blessett also asks the court to assess damages against both the government and its officers apparently in both their individual and official capacities. See, e.g., Dkt. 90 at 10. Sovereign immunity bars all of the plaintiff claims for damages against both the government and its employees in their official capacity. See *Ex parte Davis*, 323 U.S. 459, 464 (1945); *Tunstall v. Daigle*, No. 21-30510, 2022 WL 728977, at *2 *3 (5th Cir. Mar. 10, 2022). And federal sovereign immunity bars Blessett's direct claims against the federal government. See *FDIC v. Meyer*, 510 U.S. 471, 475 (1994).

Blessett does not have standing to sue the City of Galveston. A core element of Article III standing is traceability. *Friends of the Earth, Inc. v. Laidlaw Env't Servs. (TOC), Inc.*, 528 U.S. 167, 180 (2000). As the city notes, it does not enforce child support his case was through the statutory county courts, not through the city.

Government Code, not the city. See Tex. Gov't Code § 21.001. Blessett injury is not fairly traceable to the

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city.

Statutory Challenges

Blessett challenges his child support as unlawful under a multitude of federal statutes. See Dkt 90 at 6. His primary theory is that child support is a contract that requires his consent to be enforced, and federal contract protections under the Uniform Commercial Code apply to child-support enforcement. See *id.* He also suggests that protections in the Sherman Antitrust Act and Fair Debt Collection Practices Act apply to his child-support obligations. None of these areas of federal law protect child-support obligors. Child support is not a debt, but rather a duty of the obligor. *Wetmore v. Markoe*, 196 U.S. 68, 74 (1904). (He owes this duty , not because of any contractual obligations, of any contractual obligation, or as a debt due from him to the wife, but because of the policy of the law which imposes the obligation upon the husband.")

Blessett claims that the state violated the requirement in 42 U.S.C. § 654(12) that states provide a copy of any order modifying a child support obligation. Dkt. 90 at 31 32. The federal statute requires states to, as part of their child-support plans, provide for notice of proceedings where support obligations might be modified. But Blessett has not alleged facts that his obligations have been modified.

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In fact, as Texas points out in its briefing, his obligations were not modified. Dkt. 82 at 3. This claim fails.

Next, Blessett claims that his driver's license and passport were unlawfully revoked. See, e.g., Dkt. 90 at 33, 54. 22 C.F.R. § 51.60(a)(2) requires the Department of State to deny passport applications upon the Department of Human Health and Service's certification of unpaid child support. To the extent that Blessett is arguing that the state child support is invalid and invalidates the certification, the Rooker-Feldman doctrine bars this claim. And his driver's license claim is based on his incorrect contract theory. See Dkt.90 at 13 (No state actor had legal standing to enforce a Title IV-D obligation for the federal program against [Blessett] without consent.")

Finally, Blessett claims that Texas violated 46 U.S.C. § 11109 in withholding his "Maritime" wages. Dkt. 90 at 29. He argues that any withholding from his wages as an "executive Maritime Engineering Officer" was "an illegal attachment without a valid judicial order." *Id.* But Blessett has no cognizable argument as to why the order requiring him to pay child support was not valid. It appears that he believes that he received inadequate notice of a modification to the court order. But the argument that notice was invalid in state court is barred by the Rooker-Feldman doctrine.

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Constitutional Challenges

Blessett challenges Texas child support under various constitutional provisions including the 5th, 9th, 10th, and 14th Amendments. He also asks for damages under 42 U.S.C. § 1983 and *Bivens v. Six Unknown Fed. Narcotics Agents*, 403 U.S. 388 (1971).

As an initial matter, his constitutional damages claims are easily dismissed. Blessett has identified no violation of a clearly established federal constitutional right to defeat the qualified immunity enjoyed by the government officials he has sued. Further, Blessett has asserted no established *Bivens* claim. And, especially given the interest the state and federal governments have in ensuring adequate child support, the court declines to add Blessett's claims to those allowed under *Bivens*. See *Hernandez v. Mesa*, 140 S. Ct. 735, 743 (2020).

Blessett alleges, cryptically and breathlessly, that the United States engages "in the application of a Cooperative Federalism and Title IV-D contract" and that Child Support Debt is nothing but a commercial debt that does not merit special discriminatory treatment to enforce this specific U.S. Congressional Act." Dkt. 90 at 19. It is unclear exactly what he means by this, but to the extent that it is a coercive-federalism claim, it is without merit. See *Blessing v. Freestone*, 520 U.S. 329, 333 (1997) (holding that there is no enforceable federal right to have the state child-support program comply with the requirements of Title IV-D). He also argues that there is a separation-

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of- powers issue arising from a "conflict of interest," but has not specified any facts to support the separation-of-powers claim. Dkt. 90 at 63 64.

Blessett seemingly attempts to advance a number of facial procedural and substantive due-process claims with allegations such as this: "U.S.Congressional debt collection legislation under Title IV-D discriminates against a specific class of debtors without political clout with unequal treatment under public law . . . heterosexual male groups are described as hate groups, or heterosexual male complaints are myths." Dkt. 90 at 61. He adds that equal protection requires that all men have the right "to be free of all consequences of recreational sex." *Id.* at 105 None of BVlessett's challenges amount to constitutional due-process violations or warrant further considerations.

The remaining of Blessett's constitutiona challanges to child support appear to be based on the incorrect theory that child support is governed by contract law. Those claims are also without merit and are dismissed.

Claims against the Law Firm

Blessett has alleged claims against the law firm under 18 U.S.C. §§ 241, 242; 28 U.S.C. § 1343; 42 U.S.C. §§ 1981, 1982, and 1985; 28 U.S.C. §§ 2201, 2202; the Fourth, Fifth, Seventh, and Fourteenth Amendments; U.C.C. § 3- 304; and in equity. Dkt. 90 at 23-24, 73-78.

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Blessett has pleaded no facts to support any claim under §§ 1981, 1982, or 1985. Sections 1981 and 1982 concern private contract rights. As discussed above, contract law plays no role in this case. Section 1985 applies to conspiracies to deprive a person of equal protection of law. Blessett pleaded no facts to support an equal- protection claim.

* * *

This is at least the sixth federal case Blessett has filed to challenge his child-support obligations.¹ He has also filed two certiorari petitions to the Supreme Court, both of which were denied.²² In this particular case, he has spammed the court with numerous and sundry filings, including many groundless motions for injunctive relief, two apparently identical motions for partial summary judgment, and a petition for habeas-corpus despite not being in custody. It all amounts to a ridiculous waste of time and resources. The court warns Blessett that his continued abuse of the judicial

¹ See *Blessett v. Sinkin L. Firm*, No. 3:17-CV-370, 2018 WL 1932386 (S.D. Tex. Apr. 23, 2018); *Blessett v. Jacoby*, No. 3:18-CV-00153, 2018 WL 5014146 (S.D. Tex. Oct. 16, 2018); *Blessett v. Texas Off. of Att'y Gen. Galveston Cnty. Child Support Enft Div.*, No. 3:17-CV-164, 2018 WL 836058, at *1 (S.D. Tex. Feb. 12, 2018), *aff'd in part, vacated in part, remanded*, 756 F. App'x 445 (5th Cir. 2019); *Blessett v. Texas Off. of Att'y Gen. Galveston Cnty. Child Support Enft Div.*, No. 3:17-CV-00164, 2019 WL 4034304 (S.D. Tex. Aug. 27, 2019); *Blessett v. Garcia*, No. 3:18-CV-137 (S.D. Tex. Oct. 23, 2019).

² See *Blessett v. Garcia*, 141 S. Ct. 622 (2020); *Blessett v. Texas Off. of Att'y Gen. Galveston Cnty. Child Support Enft Div.*, 142 S. Ct. 1365 (2022).

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system may result in his being declared a vexatious litigant, which will limit his access to the court. Monetary sanctions will also not be out of the question for any future frivolous litigation.


Basically, Blessett needs to pay his child support and keep his fatuous drivel out of this court's files.

The defendants' motions to dismiss are granted. Dkts. 60, 68, 96, 101.

the Plaintiff claims are dismissed with prejudice.

* * *

Signed on Galveston Island this 17th day of May, 2022



J EY VI B WN
UNI STAT DI RI J
Jeffrey M. Brown, District Judge, United States District Court for the Southern District of Texas

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APPENDIX C

VALIDATION OF OBLIGATION

Notice to agent is Notice to principle, Notice to
principle is Notice to Agent
Applications to all successors and assigns

THIS LEGAL INSTRUMENT IS PRIVATE NOTICE
FOR PUBLIC COMMUNICATION

Recipient Name
Atty Gen of TX,
P.O. Box 12548
Austin TX 78711-2548

**RE: Texas Title IV-D program deprivations and
infringement of rights. Sent By Certified Mail # 7017
0530 0000 6355 8482, Return Receipt #9590 9402
3652 7335 3554 74**

Notice of Acceptance

Please be advised that I have your presentment to
JOSEPH C BLESSETT for assessed value and
returning it to you in exchange for closure and
settlement of Texas Title IV-D obligation. Please send
the confirmation that the matter has been adjusted
and settled to the address in the header or send
dishonor from a qualified third party.

This formal request and protests for Ken Paxton to
immediately intervene to prevent the infringement of
Joe Blessett's rights by closing the Title IV-D action
against JOSEPH CRAIG BLESSETT and for all

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officials and agents involved with this case to cease and desist from all acts of deprivation as described in 18 USC § 242, 18 USC § 245, and 42 USC § 1983 or present a negotiable instrument of obligation to the Texas Title IV-D program.

Joe Blessett owes Texas Title IV-D program nothing, nor does the Texas Title IV-D program have jurisdiction over JOSEPH C BLESSETT without the 42 U.S.C. 654(12) negotiable legal instruments. The constant, monthly letters from the program are harassment that threatens and attempts coercion and all other illegal executive branch administrative actions under the color of law. The enforcement of Title IV-D penalties without consent or procedural law due process causes detrimental inconveniences, infringement, and deprivation of rights. Notice of the inconveniences, infringement, and deprivation of rights have been personally served to Gregg Abbott and Steven C McCraw by U.S.postal mail.

In the ordinary course of business, when good faith requires an answer, it is the duty of the party receiving the letter from another to answer within a reasonable time. Otherwise, he is presumed to admit the propriety of the acts mentioned in the letter of his correspondent and to adopt them. Ken Paxton, your failure to remedy and reply to this letter will be acceptance and agreement of one hundred thousand dollars \$100,000.00 per day charge to be paid to Joseph Blessett for each day after receiving this letter.

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Notice to Agent is Notice to Principal, Notice to
Principal is Notice to Agent

Applications to all successors and assigns

THIS LEGAL INSTRUMENT IS PRIVATE NOTICE
FOR PUBLIC COMMUNICATION

Recipient Name

Ken Paxton
Atty Gen of TX,
P.O. Box 12548
Austin TX 78711-2548

RE: Notice of Nonresponse to Notice of Acceptance
[Validation of Obligation]

Excess of thirty (30) is a reasonable time for a response to the legal instrument mailed Notice of Acceptance [Validation of Obligation] 42 U.S.C. 654(12) on June 4, 2021, by Certified Mail # **7017 0530 0000 6355 8482**, and with a Return Receipt #**9590 9402 3652 7335 3554 74**, received on June 9, 2021. Good faith in the ordinary course of business within a reasonable time requires a response. Accordingly, Ken Paxton's acquiescence is presumed acceptance and acknowledgment of the acts charged and financial terms for remedy.

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In the event your dishonor through nonperformance and nonresponse was unintentional or due to reasonable neglect or impossibility, I have attached a copy of the same presentment to this Notice of Nonresponse.

Please send confirmation that the account for the Title IV-D obligation has been adjusted and settled to the address shown above or send a notice of dishonor from a qualified third party. Ken Paxton, your failure to remedy and reply to this Notice of Nonresponse within ten (10) days of receipt will be acceptance and agreement of one hundred thousand dollars \$100,000.00 per day charge to be paid to Joseph Blessett for each day after receiving this letter. As agreed, one hundred thousand dollars \$100,000.00 per day charge to be paid to Joseph Blessett for each day after June 9, 2021, receipt of the presentment Notice of Acceptance.

Final notice and opportunity to object to any conditions, defects, defects in language or language in the Notice of Acceptance [Validation of Obligation] presentment.

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CERTIFICATE OF NON-RESPONSE

**Notice to agent is Notice to principle,
Notice to principle is Notice to Agent
Applications to all successors and
assigns**

RE: Acceptance by Ken Paxton of complaint on case Texas Title IV-D program deprivations and infringement of rights. Sent By Certified Mail # **7017 0530 0000 6355 8482**, Return Receipt #**9590 9402 3652 7335 3554 74**

This CERTIFICATE OF NON-RESPONSE verifies Ken Paxton dishonor of Joe Blessett Notice of Acceptance, according to UCC 3-505 regarding evidence of dishonor and UCC 1-202 regarding evidence of notice and knowledge. I certify the following:

On June 9, 2021, the record shows Ken Paxton received Notice of Acceptance from Joe Blessett for JOSEPH C BLESSETT at 3118 FM, #346, Webster, TX 77598 with a notarized certificate of service dated June 6, 2021, by Certified Mail # **7017 0530 0000 6355 8482**.

On July 30, 2021, the shows Joe Blessett mailed a notice of breach to Ken Paxton at Atty Gen of TX at P.O. Box 12428, Austin, TX 78711-2428, by certified mail # 7018 1130 0000 1484 0888 as verified by a certificate of service. After accepting both mailings, Ken Paxton at the Office of the Attorney General refused to send the confirmation that the account for

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Texas Title IV-D program deprivations and infringement of rights. Sent By Certified Mail # 7017 0530 0000 6355 8482, Return Receipt #9590 9402 3652 7335 3554 74 has been adjusted and settled, nor a notice of dishonor from a qualified third party excusing his refusal, in the ten(10) days following the second mailing.

Ken Paxton as Attorney General did cure his dishonor. However, he gave no reason for his refusal to confirm the adjustment and settle the account or send a notice of dishonor.

Therefore based on the preceding facts, I certify that Ken Paxton dishonored Joe Blessett through his non-response and did thereby agree that Joe Blessett accepted the subject complaint for # *Texas Title IV-D program deprivations and infringement of rights. Sent By Certified Mail # 7017 0530 0000 6355 8482, Return Receipt #9590 9402 3652 7335 3554 74*, and returns the complaint as a credit to discharge all Texas Title IV-D program, at the Texas Office of Attorney General Child Support Collection and Enforcement Division obligations against JOSEPH C BLESSETT.

Furthermore, Ken Paxton agreed that his refusal to send written confirmation of the settlement of Texas Title IV-D program deprivations and infringement of rights. Sent By Certified Mail # 7017 0530 0000 6355 8482, Return Receipt #9590 9402 3652 7335 3554 74 or notice of dishonor from a qualified third party, in no way negates the fact that said account is settled and closed, he and the Texas Title IV-D program, at the

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Texas Office of Attorney General Child Support Collection and Enforcement Division have no capacity pursue collection against JOSEPH C BLESSETT on said account. Further pursuit of the agreement that Ken Paxton acceptance and agreement of one hundred thousand dollars \$100,000.00 per day charge be paid to Joseph Blessett for each day after June 9, 2021, receipt of the Notice of Acceptance for failure to remedy or reply to the notice.

I declare and verify as per 28 U.S. Code § 1746 the attached forgoing **CERTIFICATE OF NON-RESPONSE** filed herein, and each fact alleged therein is true and correct of my knowledge under penalty of perjury.

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VALIDATION OF JUDICIAL ORDER

Notice to agent is Notice to principle, Notice to
principle is Notice to Agent
Applications to all successors and assigns

THIS LEGAL INSTRUMENT IS PRIVATE NOTICE FOR PUBLIC COMMUNICATION

Recipient Name
Texas Dept. of Public Safety
BOX 4087
5805 N Lamar BLVD
Austin, TX 78773-0001

**RE: Texas Title IV-D program deprivations and
infringement of rights. Sent By Certified Mail # 7018
1130 0000 1484 0963, Return Receipt #9590 9402
3652 7335 3554 50**

Notice of Acceptance

Please be advised that I have your presentment to
JOSEPH C BLESSETT for assessed value and
returning it to you in exchange for closure and
settlement of Texas driver license suspension. Please
send the confirmation that the matter has been
adjusted and settled to the address in the header or
send dishonor from a qualified third party.

Steven C McCall, you are presented with a formal
request and protests to intervene to prevent rights
infringement immediately or submit a judicial order
for a vehicle driving offense or present a negotiable
instrument of obligation Blessett's contract with the
Texas Title IV-D program. Request to stop the Title
IV-D administrative action against JOSEPH CRAIG

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BLESSETT and all officials and agents involved with this case cease and desist from all acts of deprivation described in 18 USC § 242, 18 USC § 245, and 42 USC § 1983.

Joe Blessett owes Texas Title IV-D program nothing, nor does the Texas Title IV-D program have jurisdiction over JOSEPH C BLESSETT without the 42 U.S.C. 654(12) negotiable instruments. The illegal executive branch administrative suspension of a driver's license under the color of law is an infringement of liberty. The enforcement of Title IV-D penalties without consent or procedural law due process causes detrimental inconveniences, infringement, and deprivation of rights. Notice of the inconveniences, infringement, and deprivation of rights have been personally served to Gregg Abbott and Ken Paxton by U.S.postal mail.

In the ordinary course of business, when good faith requires an answer, it is the duty of the party receiving the letter from another to answer within a reasonable time. Otherwise, he is presumed to admit the propriety of the acts mentioned in the letter of his correspondent and to adopt them. Steven C McCraw, your failure to remedy and reply to this letter will be acceptance and agreement of one hundred thousand dollars \$100,000.00 per day charge to be paid to Joseph Blessett for each day after receiving this letter.

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Notice to Agent is Notice to Principal, Notice to
Principal is Notice to Agent
Applications to all successors and assigns

THIS LEGAL INSTRUMENT IS PRIVATE NOTICE
FOR PUBLIC COMMUNICATION

Recipient Name

Steven C McCall
Texas Dept. of Public Safety
BOX 4087
5805 N Lamar BLVD
Austin, TX 78773-0001

RE: Notice of Nonresponse to Notice of Acceptance
[Validation of Judicial Order]

Excess of thirty (30) is a reasonable time for a response to the legal instrument mailed Notice of Acceptance [Validation of Judicial Order] on June 4, 2021, by Certified Mail # **7018 1130 0000 1484 0963**, and with a Return Receipt #**9590 9402 3652 7335 3554 50**, received on June 9, 2021. Good faith in the ordinary course of business within a reasonable time requires a response. Accordingly, Steven C McCall's acquiescence is presumed acceptance and acknowledgment of the acts charged and financial terms for remedy.

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In the event your dishonor through nonperformance and nonresponse was unintentional or due to reasonable neglect or impossibility, I have attached a copy of the same presentment to this Notice of Nonresponse.

Please send confirmation that the account for the Title IV-D obligation has been adjusted and settled to the address shown above or send a notice of dishonor from a qualified third party. Steven C McCall, your failure to remedy and reply to this letter within ten (10) days of receipt will be acceptance and agreement of one hundred thousand dollars \$100,000.00 per day charge to be paid to Joseph Blessett for each day after receiving this letter. As agreed, one hundred thousand dollars \$100,000.00 per day charge to be paid to Joseph Blessett for each day after June 9, 2021, receipt of the presentment Notice of Acceptance.

Notice of Nonresponse is the last opportunity to object to any conditions, defects, defects in language, or language in the Notice of Acceptance [Validation of Judicial Order] presentment.

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CERTIFICATE OF NON-RESPONSE

**Notice to agent is Notice to principle,
Notice to principle is Notice to Agent
Applications to all successors and
assigns**

**RE: Acceptance by Steven C McCall of complaint on
case Texas Title IV-D program deprivations and
infringement of rights. Sent By Certified Mail # 7018
1130 0000 1484 0963, Return Receipt #9590 9402
3652 7335 3554 50**

This CERTIFICATE OF NON-RESPONSE
verifies Steven C McCall dishonor of Joe Blessett
Notice of Acceptance, according to UCC 3-505
regarding evidence of dishonor and UCC 1-202
regarding evidence of notice and knowledge. I certify
the following:

On June 9, 2021, the record shows Steven C McCall
received Notice of Acceptance from Joe Blessett for
JOSEPH C BLESSETT at 3118 FM, #346, Webster,
TX 77598 with a notarized certificate of service dated
June 6, 2021, by Certified Mail # **7018 1130 0000 1484
0963.**

On July 30, 2021, the shows Joe Blessett mailed a
notice of breach to Steven C McCall at Texas Dept. of
Public Safety at BOX 4087, Austin, TX 78773-0001, by
certified mail # 7018 1130 0000 1484 0901 as verified
by a certificate of service. After accepting both
mailings, Steven C McCall at the Texas Dept. of Public
Safety refused to send the confirmation that the

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account for Texas Title IV-D program deprivations and infringement of rights. Sent By Certified Mail # **7018 1130 0000 1484 0963**, Return Receipt #**9590 9402 3652 7335 3554 50** has been adjusted and settled, nor a notice of dishonor from a qualified third party excusing his refusal, in the ten(10) days following the second mailing.

Steven C McCall as Attorney General did cure his dishonor. However, he gave no reason for his refusal to confirm the adjustment and settle the account or send a notice of dishonor.

Therefore based on the preceding facts, I certify that Steven C McCall dishonored Joe Blessett through his non-response and did thereby agree that Joe Blessett accepted the subject complaint for # Texas Title IV-D program deprivations and infringement of rights. Sent By Certified Mail # **7018 1130 0000 1484 0963**, Return Receipt #**9590 9402 3652 7335 3554 50**, and returns the complaint as a credit to to discharge all Texas Title IV-D program, at the Texas Office of Attorney General Child Support Collection and Enforcement Division obligations against JOSEPH C BLESSETT.

Furthermore, Steven C McCall agreed that his refusal to send written confirmation of the settlement of Texas Title IV-D program deprivations and infringement of rights. Sent By USPS Priority Mail # **7018 1130 0000 1484 0963**, Return Receipt #**9590 9402 3652 7335 3554 50** or notice of dishonor from a qualified third party, in no way negates the fact that

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said account is settled and closed, he and the Texas Title IV-D program, at the Texas Office of Attorney General Child Support Collection and Enforcement Division have no capacity pursue collection against JOSEPH C BLESSETT on said account. Further pursuit of the agreement that Steven C McCall acceptance and agreement of one hundred thousand dollars \$100,000.00 per day charge be paid to Joseph Blessett for each day after June 9, 2021, receipt of the Notice of Acceptance for failure to remedy or reply to the notice.

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VALIDATION OF OBLIGATION

Notice to agent is Notice to principle, Notice to
principle is Notice to Agent
Applications to all successors and assigns

THIS LEGAL INSTRUMENT IS PRIVATE NOTICE
FOR PUBLIC COMMUNICATION

Recipient Name
Office of the Governor
P.O. Box 12428
Austin, Texas 78711-2428

**RE: Texas Title IV-D program deprivations and
infringement of rights. Sent By USPS Priority Mail #
9465 9116 9900 0273 2048 70, Return Receipt #9590
9402 3652 7335 3554 36**

Notice of Acceptance

Please be advised that I have your presentment to
JOSEPH C BLESSETT for assessed value and
returning it to you in exchange for closure and
settlement of Texas Title IV-D obligation. Please send
the confirmation that the matter has been adjusted
and settled to the address in the header or send
dishonor from a qualified third party.

This formal request and protests for Greg Abbott to
immediately intervene to prevent the infringement of
Joe Blessett's rights by closing the Title IV-D action
against JOSEPH CRAIG BLESSETT and for all
officials and agents involved with this case to cease

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and desist from all acts of deprivation as described in 18 USC § 242, 18 USC § 245, and 42 USC § 1983 or present a negotiable instrument of obligation Blessett's contract with the Texas Title IV-D program.

Joe Blessett owes Texas Title IV-D program nothing, nor does the Texas Title IV-D program have jurisdiction over JOSEPH C BLESSETT without the 42 U.S.C. 654(12)negotiable instruments. The constant, unceasing letters from the program are harassment that threatens and attempts coercion and all other illegal executive branch administrative actions under the color of law. The enforcement of Title IV-D penalties without consent or procedural law due process causes detrimental inconveniences, infringement, and deprivation of rights. Notice of the inconveniences, infringement, and deprivation of rights have been personally served to Ken Paxton and Steven C McCraw by U.S.postal mail.

In the ordinary course of business, when good faith requires an answer, it is the duty of the party receiving the letter from another to answer within a reasonable time. Otherwise, he is presumed to admit the propriety of the acts mentioned in the letter of his correspondent and to adopt them. Gregg Abbott, your failure to remedy and reply to this letter will be acceptance and agreement of one hundred thousand dollars \$100,000.00 per day charge to be paid to Joseph Blessett for each day after receiving this letter.

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Notice to Agent is Notice to Principal, Notice to
Principal is Notice to Agent
Applications to all successors and assigns

THIS LEGAL INSTRUMENT IS PRIVATE NOTICE
FOR PUBLIC COMMUNICATION

Recipient Name

Gregg Abbott
Office of the Governor
P.O. Box 12428
Austin, Texas 78711-2428

RE: Notice of Nonresponse to Notice of Acceptance
[Validation of Obligation]

Excess of thirty (30) is a reasonable time for a response to the legal instrument mailed Notice of Acceptance [Validation of Obligation] 42 U.S.C. 654(12) on June 10, 2021, by USPS Priority Mail # **9465 9116 9900 0273 2048 70**, and with a Return Receipt #**9590 9402 3652 7335 3554 36**, received on June 14, 2021. Good faith in the ordinary course of business within a reasonable time requires a response. Accordingly, Gregg Abbott's acquiescence is presumed acceptance and acknowledgment of the acts charged and financial terms for remedy.

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In the event your dishonor through nonperformance and nonresponse was unintentional or due to reasonable neglect or impossibility, I have attached a copy of the same presentment to this Notice of Nonresponse.

Please send confirmation that the account for the Title IV-D obligation has been adjusted and settled to the address shown above or send a notice of dishonor from a qualified third party. Gregg Abbott, your failure to remedy and reply to this letter within ten (10) days of receipt will be acceptance and agreement of one hundred thousand dollars \$100,000.00 per day charge to be paid to Joseph Blessett for each day after receiving this letter. As agreed, one hundred thousand dollars \$100,000.00 per day charge to be paid to Joseph Blessett for each day after June 9, 2021, receipt of the presentment Notice of Acceptance.

Notice of Nonresponse is the last opportunity to object to any conditions, defects, defects in language, or language in the Notice of Acceptance [Validation of Obligation] presentment.

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**Notice to agent is Notice to principle,
Notice to principle is Notice to Agent
Applications to all successors and
assigns**

CERTIFICATE OF NON-RESPONSE

RE: Acceptance by Gregg Abbott of complaint on case Texas Title IV-D program deprivations and infringement of rights. Sent By USPS Priority Mail # **9465 9116 9900 0273 2048 70**, Return Receipt #**9590 9402 3652 7335 3554 36**

This CERTIFICATE OF NON-RESPONSE verifies Gregg Abbott dishonor of Joe Blessett Notice of Acceptance, according to UCC 3-505 regarding evidence of dishonor and UCC 1-202 regarding evidence of notice and knowledge. I certify the following:

On June 14, 2021, the record shows Gregg Abbott received Notice of Acceptance from Joe Blessett for JOSEPH C BLESSETT at 3118 FM, #346, Webster, TX 77598 with a notarized certificate of service dated June 6, 2021, by USPS Priority Mail # **9465 9116 9900 0273 2048 70**.

On July 30, 2021, the shows Joe Blessett mailed a notice of breach to Gregg Abbott at the Office of the Governor at P.O. Box 12428, Austin, TX 78711-2428, by certified mail # 7018 1130 0000 1484 0895 as verified by a certificate of service. After accepting both

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mailings, Gregg Abbott at the Governor's Office refused to send the confirmation that the account for Texas Title IV-D program deprivations and infringement of rights. Sent By USPS Priority Mail # 9465 9116 9900 0273 2048 70, Return Receipt #9590 9402 3652 7335 3554 36 has been adjusted and settled, nor a notice of dishonor from a qualified third party excusing his refusal, in the ten(10) days following the second mailing.

Gregg Abbott as governor did cure his dishonor. However, he gave no reason for his refusal to confirm the adjustment and settle the account or send a notice of dishonor.

Therefore based on the preceding facts, I certify that Gregg Abbott dishonored Joe Blessett through his non-response and did thereby agree that Joe Blessett accepted the subject complaint for # *Texas Title IV-D program deprivations and infringement of rights. Sent By USPS Priority Mail # 9465 9116 9900 0273 2048 70, Return Receipt #9590 9402 3652 7335 3554 36*, and returns the complaint as a credit to discharge all Texas Title IV-D program at the Texas Office of Attorney General Child Support Collection and Enforcement Division obligations against JOSEPH C BLESSETT.

Furthermore, Gregg Abbott agreed that his refusal to send written confirmation of the settlement of Texas Title IV-D program deprivations and infringement of rights. Sent By USPS Priority Mail # **9465 9116 9900 0273 2048 70**, Return Receipt **#9590 9402 3652 7335**

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3554 36 or notice of dishonor from a qualified third party, in no way negates the fact that said account is settled and closed, he and the Texas Title IV-D program, at the Texas Office of Attorney General Child Support Collection and Enforcement Division have no capacity pursue collection against JOSEPH C BLESSETT on said account. Further pursuit of the agreement that Gregg Abbott acceptance and agreement of one hundred thousand dollars \$100,000.00 per day charge be paid to Joseph Blessett for each day after June 14, 2021, receipt of the Notice of Acceptance for failure to remedy or reply to the notice.